

## Amendment 275 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 275 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 16<sup>th</sup> day of December, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for Sound Transit's (ST) purchase of ten (10) Stand Alone Fare Transaction Processors (SAFTPs).

## **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

### **Section 1.0 Description of Work**

- 1.1 The Contractor will deliver ten (10) SAFTPs, each with a hood and power supply, to the location designated by ST. Other than the "hood primed and painted with finish coat" and the "power supply," Sound Transit agrees to waive, for this purchase only and on a non-precedential basis, the provision of the additional items that are listed in Exhibit 9, Section II (A.2 (a)) as included in the price of an SAFTP.
- 1.2 The Contractor will update all system documentation to reflect ST ownership of the devices described in item 1.1.

### **Section 2.0 Schedule:**

- 2.1 The work described in Section 1.0 will be completed by January 31, 2014.
- 2.2 Upon receipt of payment from ST, the Contractor will provide a Bill of Sale to transfer ownership from the Contractor to ST.

### **Section 3.0 Compensation Changes**

- 3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

#### **VI. IMPLEMENTATION**

##### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
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#### **Amendment No. 275**

The Contractor will invoice ST for 10 SAFTPs, each with a hood and power supply, @ \$3,522 each	
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<b>TOTAL</b>	<b>\$35,220</b>
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#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Seventy-five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**Vix Technology (USA) Inc.**

By: [Signature]

Its: General Manager

Date: 12/16/13

**The Agencies**

By: [Signature]

Their: Operations Manager

On behalf of the Agencies

Date: Dec 14, 2013